

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Kardiametrics, LLC

States that it is:

1. X The assignee of the entire right, title, and interest: or
2. _____ an assignee of less than the entire right, title and interest
(The extent (by percentage) of its ownership interest is _____%)

in the patent applicants/patents identified in the attached spreadsheet by virtue of either:

A. X An assignment from the inventor(s) of the patent applications/patents identified in the attached spreadsheet. The assignment was recorded in the United States Patent and Trademark Office at the Reel and Frame listed thereon.

OR

B. _____ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark office at
Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Tarek N. Fahmi/
Signature

Tarek N. Fahmi
Printed or Typed Name

Attorney of Record
Title

May 22, 2013
Date

866-877-4883
Telephone Number

Application No.	Filing Date	Patent No.	Assignor(s)	Assignee	Reel / Frame (or attached)
08/975,723	11/20/97	6,050,972	Inventors	Percusurge, Inc.	009121/0753
			Medtronic Percusurge Inc.	Medtronic Ave, Inc.	014178/0901
			Medtronic Ave, Inc.	Medtronic Vascular, Inc.	030373/0915
			Medtronic Vascular, Inc.	Kardiametrics, LLC	Attached
09/049,712	3/27/98	6,544,276	Inventor	Percusurge, Inc.	009281/0497
			Medtronic Percusurge Inc.	Medtronic Ave, Inc.	014178/0901
			Medtronic Ave, Inc.	Medtronic Vascular, Inc.	030373/0915
			Medtronic Vascular, Inc.	Kardiametrics, LLC	Attached
09/768,031	1/23/01	6,986,778	Inventor	Percusurge, Inc.	009281/0497
			Medtronic Percusurge Inc.	Medtronic Ave, Inc.	014178/0901
			Medtronic Ave, Inc.	Medtronic Vascular, Inc.	016133/0800
			Medtronic Vascular, Inc.	Kardiametrics, LLC	Attached
08/464,579	6/5/95	5,833,650	Inventor	Perqsurge, Inc.	007517/0656
			Perqsurge, Inc.	Percusurge, Inc.	008448/0610
			Medtronic Percusurge Inc.	Medtronic Ave, Inc.	014178/0901
			Medtronic Ave, Inc.	Medtronic Vascular, Inc.	016536/0988
			Medtronic Vascular, Inc.	Kardiametrics, LLC	Attached
09/537,471	3/24/00	6,454,741	Inventors	Percusurge, Inc.	009274/0333
			Percusurge, Inc.	Medtronic Percusurge, Inc.	013174/0197
			Medtronic Percusurge Inc.	Medtronic Ave Inc.	014137/0745
			Medtronic Ave, Inc.	Medtronic Vascular, Inc.	030373/0915
			Medtronic Vascular, Inc.	Kardiametrics, LLC	Attached
10/214,450	8/5/02	6,805,692	Inventors	Percusurge, Inc.	009274/0333
			Percusurge, Inc.	Medtronic Percusurge, Inc.	013191/0335
			Medtronic Percusurge Inc.	Medtronic Ave Inc.	014178/0901
			Medtronic Ave, Inc.	Medtronic Vascular, Inc.	030373/0915
			Medtronic Vascular, Inc.	Kardiametrics, LLC	Attached
09/049,857	3/27/98	6,135,991	Inventors	Percusurge, Inc.	009274/0333
			Medtronic Percusurge Inc.	Medtronic Ave, Inc.	014178/0901
			Medtronic Ave, Inc.	Medtronic Vascular, Inc.	30373/0915
			Medtronic Vascular, Inc.	Kardiametrics, LLC	Attached

EXHIBIT B

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Assignment Agreement") is made and entered into by and between MEDTRONIC VASCULAR, INC. ("Assignor" or "Medtronic"), a Minnesota corporation having a principal place of business at 3576 Unocal Place, Santa Rosa CA 95403, and KARDIAMETRICS, LLC ("Assignee") a Delaware limited liability company having a principal place of business at 2515 McKinney, Suite 1000—B, Dallas, Texas 75201, (collectively referred to herein as the "Parties" and individually as "Party"). The effective date of this Agreement shall be this 18th day of April, 2013 (the "Effective Date").

RECITALS

A. Assignor is the owner of the patents set forth on Schedule A-1 hereto; which collectively shall be referred to herein as the "Patents".

B. Assignor and Assignee have agreed by way of that patent purchase Agreement dated April 11, 2013 ("Purchase Agreement"), by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, and assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in the Purchase Agreement. In the event of any conflict between the terms of this Assignment Agreement and the referenced Purchase Agreement, the terms of the Purchase Agreement shall prevail.

NOW, THEREFORE, in consideration of the foregoing premises, and the covenants and agreements in this Assignment, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, privilege, title and interest in, to and under the Patents and reissues or reexaminations of any of the Patents, and, further, all applications for industrial property protection, including without limitation, all applications for patents, utility models, copyright, and designs which may hereafter be filed for any inventions described in said Patents in any country or countries, together with the right to file such applications, and the right to claim for the same the priority rights derived from the Patents under the laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, in each instance the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages, royalties, income or other remuneration (hereinafter "Damages") by reason of past, present and future infringements of the Patents or other rights being assigned hereunder, along with the right to sue for and collect such Damages for the use and

benefit of Assignee and its successors, assigns and other legal representatives.

2. Insofar as this assignment concerns European patents and patent applications, Assignor does hereby declare that it is the owner of said Patents and that Assignor has assigned same, along with all rights and duties appurtenant thereto, to Assignee and agrees that the assignment will be recorded by Assignee in the register with the European Patent Office; and Assignee hereby declares that Assignee has agreed to the assignment of the aforementioned Patents to it and that Assignee will simultaneously apply for recording of the assignment in the register with the European Patent Office.

3. Assignor hereby authorizes and requests the Commissioner for Patents of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

4. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Patents in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any of the Patents or any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

6. Assignor hereby acknowledges and agrees that all of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

7. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for the purpose of proof of the right of Assignee or nominee to claim ownership, including but not limited to the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, the Parties have executed this Assignment on this 18th day of April, 2013.

Assignor: Medtronic Vascular, Inc.

By: _____

Name: Sean Salmon

Title: Vice President

Assignee: Kardiametrix, LLC

By: _____

Name: Audrey Spangenberg

Title: CEO

**SCHEDULE A-1
TO ASSIGNMENT AGREEMENT
PATENTS**

Country	App No.	App Date	Pat No.	Issue Date	Title
US	08/464,579	6/5/1995	5,833,650	11/10/1998	CATHETER APPARATUS AND METHOD FOR TREATING OCCLUDED VESSELS

US	08/975,723	11/20/1997	6,850,972	4/18/2000	GUIDEWIRE INFLATION SYSTEM
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US	09/537,471	3/24/2000	6,454,741	9/24/2002	ASPIRATION METHOD
US	10/214,450	8/5/2002	6,865,692	10/19/2004	ASPIRATION METHOD

Country	App No.	App Date	Pat No.	Issue Date	Title
US	09/049,857	3/27/1998	6,135,991	10/24/2000	ASPIRATION METHOD

US	09/049,712	3/27/1998	6,344,276	4/8/2003	EXCHANGE METHOD FOR EMBOLI CONTAINMENT
US	09/768,031	1/23/2001	6,986,778	1/17/2006	EXCHANGE METHOD FOR EMBOLIC CONTAINMENT

The listing of a patent or application on this schedule is for inventory purposes only and does not constitute a representation or warranty as to any matter, including, but not limited to, claim scope, validity, enforceability, filing date, priority date, sufficiency of rights for any purpose, status (pending, abandoned, opposed, granted, expired) or relationship to any other patents or applications, listed or otherwise.